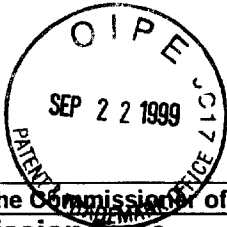


09-24-1999



101153157

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- ☒ New
☐ Resubmission (Non-Recordation)
Document ID #
☐ Correction of PTO Error
Reel # Frame #
☐ Corrective Document
Reel # Frame #

Conveyance Type

- ☐ Assignment ☐ License
☒ Security Agreement ☐ Nunc Pro Tunc Assignment
☐ Merger
☐ Change of Name
☐ Other

Effective Date
Month Day Year

07-13-99

Conveying Party

☐ Mark if additional names of conveying parties attached

Execution Date
Month Day Year

07-13-99

Name JLC LEARNING CORPORATION

Formerly

- ☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association
☐ Other
☒ Citizenship/State of Incorporation/Organization DELAWARE

Receiving Party

☒ Mark if additional names of receiving parties attached (SCHEDULE I)

Name BANK OF AMERICA, N.A.

DBA/AKA/TA

Composed of

Address (line 1) AGENCY SERVICES

Address (line 2) 101 NORTH TRYON STREET, NC1-001-15-04

Address (line 3) CHARLOTTE
City

NORTH CAROLINA, USA
State/Country

28255
Zip Code

☐ Individual ☐ General Partnership ☐ Limited Partnership

☐ Corporation ☐ Association

☒ Other NATIONAL BANKING ASSOCIATION

☐ Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

09/24/1999 MTHAI1 00000040 1743676

01 FC:481 40.00 DP
02 FC:482 900.00 DP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 001963 FRAME: 0876

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

☒ Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

SEE EXHIBIT A ATTACHED HERETO
AND INCORPORATED HEREIN.

Registration Number(s)

SEE EXHIBIT A ATTACHED HERETO
AND INCORPORATED HEREIN.

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed ☒

Deposit Account ☐

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes ☐

No ☐

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

WADE M. KENNEDY

Name of Person Signing



Signature

07-13-99

Date Signed

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

Conveying Party: JLC Learning Corporation

Receiving Party: Bank of America, N.A., as Agent

EXHIBIT A

Trademark Application Number(s) and Registration Number(s)

	Trademark Title	Registration Date	Registration Number
1.	A Renaissance in Learning	12/2/92	1,743,676
2.	A+dvantage Worldware	07/29/97	2,084,423
3.	ActionMATH	11/05/96	2,014,451
4.	Brick by Brick	09/30/96	1,411,116
5.	Classroom Essentials		75/459,879 (Application Number)
6.	Compass	04/15/97	2,053,034
7.	Compass Virtual Classroom		Filing Pending
8.	Compass Worldware	03/02/99	2,229,384
9.	Cuentos de Coqui	10/03/95	1,923,500
10.	Boy/Dog/Wagon logo	09/16/92	1,396,585
11.	Design of Tree	09/01/92	1,712,302
12.	Dragon Tales	04/22/97	2,054,029
13.	First Connections	11/01/94	1,860,732

	Trademark Title	Registration Date	Registration Number
14.	Hartley	04/20/93	1,765,662
15.	Idea Shaper	10/21/97	2,106,204
16.	IL (stylized)	11/05/85	1,368,933
17.	Interpretools	10/20/98	2,198,904
18.	JCAT	04/08/97	2,050,313
19.	JLC Financial	12/11/90	1,636,458
20.	Jostens Learning Corporation	01/14/97	1,627,668
21.	Jostens Learning Litenet	01/14/97	2,029,506
22.	Number Workshop	01/14/97	2,029,755
23.	ONENET	02/13/96	1,956,376
24.	Shape Studio	07/16/96	1,987,165
25.	StoryBook Maker	10/28/97	2,108,138
26.	System80	08/17/71	918,463
27.	Take Home Connection		Filing Pending
28.	T.E.A.C.H.		Filing Pending
29.	T.E.A.C.H. logo		Filing Pending
30.	Teacher to Teacher Connection	08/06/96	1,990,919

	Trademark Title	Registration Date	Registration Number
31.	TeachNet		75/169,818 (Application Number)
32.	THC	01/29/91	1,633,030
33.	Tomorrow's Promise	01/19/99	2,219,515
34.	Ufonic	11/04/91	1,332,979
35.	Words on Wings	03/01/97	2,042,802
36.	Write Time		75/526,634 (Application Number)
37.	Write Time	03/11/97	2,042,803

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

Conveying Party: JLC Learning Corporation

Receiving Party: Bank of America, N.A., as Agent

**SCHEDULE I
Receiving Party**

The Secured Party is **BANK OF AMERICA, N.A.**, as Agent for the Lenders from time to time parties to that certain Credit Agreement by and among JLC Learning Corporation (formerly EAC I, Inc.), the Secured Party and the Lenders (as defined therein), as the same may from time to time be amended, restated, modified or supplemented, including without limitation:

1. **BANK OF AMERICA, N.A.**
101 North Tryon Street, NC1-001-15-04
Charlotte, North Carolina 28255
2. **ANY OTHER PARTY THAT IS A LENDER, FROM TIME TO TIME, PURSUANT TO THE CREDIT AGREEMENT**

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is made as of July 13, 1999 by and among **EAC I INC.**, a Delaware corporation (the "Borrower"), **JLC LEARNING CORPORATION**, an Illinois corporation ("JLC"), and **CERTAIN SUBSIDIARIES OF THE BORROWER PARTY HERETO** (each a "Guarantor" and collectively with the Borrower and JLC, the "Grantors"), and **BANK OF AMERICA, NATIONAL ASSOCIATION**, a national banking association, as Agent (the "Agent") for each of the lenders (the "Lenders" and collectively with the Agent, the "Secured Parties") now or hereafter party to the Credit Agreement (as defined below). All capitalized terms used but not otherwise defined herein shall have the respective meanings assigned thereto in the Credit Agreement (as defined below);

WITNESSETH:

WHEREAS, the Secured Parties have agreed to provide to the Borrower a certain term loan facility and revolving credit facility with a letter of credit sublimit pursuant to the Credit Agreement dated as of the date hereof by and among the Borrower, the Agent and the Lenders (as from time to time amended, supplemented or amended and restated, the "Credit Agreement"); and

WHEREAS, JLC has entered into a Guaranty Agreement dated as of the date hereof (the "JLC Guaranty") in favor of the Agent for the benefit of the Secured Parties guaranteeing the Obligations of the Borrower under the Credit Agreement; and

WHEREAS, each Subsidiary Guarantor has entered into a Guaranty Agreement dated as of the date hereof (the "Facility Guaranty") in favor of the Agent for the benefit of the Secured Parties guaranteeing the Obligations of the Borrower under the Credit Agreement ; and

WHEREAS, a substantial portion of the proceeds of the Loans under the Credit Agreement will be used to fund the purchase by the Borrower of all of the capital stock of and repay certain existing indebtedness of JLC on the date hereof (the "JLC Acquisition"); and

WHEREAS, immediately upon the consummation of the JLC Acquisition, JLC will merge with and into the Borrower (the "Merger") and the Borrower will change its name to "JLC Learning Corporation";

WHEREAS, as collateral security for payment and performance of its Obligations, the Borrower is willing to grant to the Agent for the benefit of the Secured Parties a security interest in certain of its intellectual property pursuant to the terms of this Agreement; and

WHEREAS, as collateral security for payment and performance by JLC of its obligations under the JLC Guaranty, JLC is willing to grant to the Agent for the benefit of the Secured Parties a security interest in certain of its intellectual property pursuant to the terms of this Agreement; and

WHEREAS, as collateral security for payment and performance by each Subsidiary Guarantor of its Guarantor's Obligations (as defined in the Facility Guaranty), each Subsidiary

Guarantor is willing to grant to the Agent for the benefit of the Secured Parties a security interest in certain of its intellectual property pursuant to the terms of this Agreement; and

WHEREAS, each Guarantor will materially benefit from the Loans and Advances to be made, and the Letters of Credit to be issued, under the Credit Agreement; and

WHEREAS, the Secured Parties are unwilling to enter into the Loan Documents unless the Borrower and the Guarantors enters into this Agreement;

NOW, THEREFORE, in order to induce the Secured Parties to enter into the Loan Documents and in consideration of the premises and the mutual covenants contained herein, the parties hereto hereby agree as follows:

Section 1. Grant of Security Interest. Each Grantor hereby grants to the Agent for the benefit of the Secured Parties a security interest in all of the following (collectively, the "Collateral"):

(a) all of such Grantor's right, title and interest, whether now owned or hereafter acquired, in and to all United States and foreign patents and patent applications (including without limitation the patents and patent applications identified on Schedule I attached hereto and incorporated herein by reference) and including the right to recover for all past, present and future infringements thereof and all reissues, divisions, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon, and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto (collectively, the "Patents");

(b) all of such Grantor's right, title and interest, whether now owned or hereafter acquired, in and to all United States and foreign trademarks, trade names, trade dress, service marks, trademark and service mark registrations, and applications for trademark or service mark registration and any renewals thereof (including without limitation each trademark, trade name, trade dress, registration and application identified in Schedule II attached hereto and incorporated herein by reference) and including all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto (including without limitation damages for past or future infringements thereof), the right to sue or otherwise recover for all past, present and future infringements thereof, all rights corresponding thereto throughout the world (but only such rights as now exist or may come to exist under applicable local law) and all other rights of any kind whatsoever of each Grantor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark and service mark (collectively, the "Trademarks");

(c) all of such Grantor's right, title and interest, whether now owned or hereafter acquired, in and to all United States and foreign copyrights and copyright applications

(including without limitation the copyrights and copyright applications identified on Schedule III attached hereto and incorporated herein by reference) and including the right to recover for all past, present and future infringements thereof and all reissues, divisions, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon, and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto (collectively, the "Copyrights");

(d) Each of the licenses listed on Schedule IV attached hereto and incorporated herein by reference, (collectively, the "Licenses")); and

(e) all proceeds of any of the foregoing.

Section 2. Security for Obligations. The security interests granted under this Agreement (the "Security Interests") by each Grantor secure the payment of all obligations of such Grantor under, in respect of or in connection with this Agreement, the Credit Agreement, the Facility Guaranty and each other Loan Document to which such Grantor is or becomes a party (all such obligations being the "Secured Obligations").

The Security Interests granted by this Agreement are granted in conjunction with, and not in limitation of, the security interests granted to the Agent, for the benefit of the Lenders, in other assets of each Grantor pursuant to the other Loan Documents.

Section 3. Further Assurances.

(a) Each Grantor agrees that from time to time, at the expense of such Grantor, such Grantor will promptly execute and deliver all further instruments and documents and take all further action that the Agent may reasonably request, in order to (i) continue, perfect and protect any Security Interest granted or purported to be granted hereby, and (ii) enable the Secured Parties to exercise and enforce their rights and remedies hereunder with respect to any part of the Collateral.

(b) Each Grantor hereby authorizes the Agent, on behalf of the Lenders, upon the occurrence and during the continuation of an Event of Default, to file, where permitted by law, one or more financing or continuation statements, and amendments thereto, relative to all or any part of the Collateral without the signature of such Grantor. A carbon, photographic or other reproduction of this Agreement or any financing statement covering the Collateral or any part thereof shall be sufficient as a financing statement where permitted by law.

(c) Each Grantor will furnish to the Agent, from time to time statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as the Agent may reasonably request, all in reasonable detail.

(d) Each Grantor agrees that, should it have or obtain an ownership interest in any United States or foreign patent or patent application that is not now identified on Schedule I, any trademark or trademark application that is not now identified on Schedule II or any copyright or copyright application that is not now identified on Schedule III or any License Agreement not now identified on Schedule IV: (i) the provisions of this Agreement shall automatically apply to such item, and such item shall automatically become part of the Collateral and (ii) such Grantor shall, within three months after acquiring or becoming aware of such ownership interest, (A) give written notice thereof to the Agent and, (B) with respect to material Trademarks used in the United States, file applications to register such Trademarks with the United States Patent and Trademark Office ("PTO"), (C) with respect to material Copyrights used in the United States, file applications to register such Copyrights in the United States Copyright Office (the "Copyright Office") and (D) with respect to patents and patent applications and trademarks and trademark applications, prepare, execute and file in the PTO or, if appropriate, in the equivalent agencies in any foreign jurisdiction, within the requisite time period, all documents that are known by such Grantor to be necessary or that the Agent reasonably requests in order to perfect the Security Interest of the Secured Parties therein. Each Grantor authorizes the Agent, on behalf of the Lenders, to execute and file such a document in the name of such Grantor if such Grantor fails to do so.

(e) Each Grantor agrees that should any of its Domestic Subsidiaries (other than a corporation which is a party hereto and whether now or hereafter existing) obtain any ownership interest in any United States or foreign patent or patent application, trademarks or trademark application, trade names, trade dress, service marks, trademark and service mark registrations, and applications for service mark registration and any renewals thereof, such Grantor shall cause such corporation to become a party to the Facility Guaranty and a party hereto.

(f) To the extent necessary or economically desirable in the conduct of its business, each Grantor agrees: (i) to take all necessary steps in any proceeding before the PTO or any similar office or agency in any other country or any political subdivision thereof or in any court, to maintain and pursue each patent application now or hereafter included in the Collateral and to maintain each patent, trademark or copyright now or hereafter included in the Collateral, including the filing of divisional, continuation, continuation-in-part and substitute applications, the filing of applications for reissue, renewal or extensions, the payment of maintenance fees, and the participation in interference and reexamination proceedings, and the defense of opposition and infringement proceedings; (ii) to take corresponding steps with respect to material unpatented inventions on which such Grantor is now or hereafter becomes entitled to seek patent protection; (iii) to bear any expenses incurred in connection with such activities; and (iv) not to abandon any right to file a material patent application, or abandon any material pending patent application with respect to any of the Collateral, without the written consent of the Agent, not to be unreasonably withheld.

(g) No Grantor shall do any act or omit to do any act whereby any of the Collateral may become dedicated or abandoned, or may cease to be part of the Collateral, or shall fail to maintain any pending patent, trademark or copyright applications, or shall fail to pursue or maintain any new patent, trademark or copyright applications, except where such dedication, abandonment, cessation or failure (i) will not adversely affect the aggregate economic value of all of the Grantors the Collateral taken as a whole after giving effect to such dedication, abandonment, cessation or failure or materially adversely affect the business, condition (financial or otherwise), operations, performance, or properties of such Grantor individually or of such Grantor and its Subsidiaries taken as a whole, and (ii) is in the ordinary course of such Grantor's business. Each Grantor agrees to notify the Agent promptly and in writing if it learns that any of the Collateral may become abandoned or dedicated or of any adverse determination or any development (including without limitation the institution of any proceeding in the PTO, or in the equivalent agencies in any foreign jurisdiction, or any court) regarding any material part of the Collateral.

(h) In the event that any of the Collateral as to which it has granted the Security Interests is infringed or misappropriated by a third party, such Grantor shall promptly notify the Agent and shall, unless such Grantor shall reasonably determine that such Collateral would not reasonably be likely to, in the aggregate, be of material economic value to such Grantor, take all reasonable steps to terminate the infringement or misappropriation, and take such other actions as such Grantor shall deem appropriate under the circumstances to protect such Collateral. Any expense incurred in connection with such activities shall be borne by such Grantor.

(i) Each Grantor shall continue to mark its products as required under applicable law with the numbers of all appropriate Patents.

Section 4. General Representations and Warranties. Each Grantor represents and warrants as follows:

(a) It has the right and authority to enter into this Agreement and to perform its terms.

(b) Set forth on Schedule IV is a list, which is complete and accurate in all material respects as of the date hereof, of the Licenses of such Grantor necessary for the conduct of its business as currently conducted, or utilized and material in such Grantor's operations, or materially used in the selling or marketing of such Grantor's products, including the expiration date of such Licenses.

(c) Each License of such Grantor identified on Schedule IV is validly subsisting and has not been adjudged invalid or unenforceable, in whole or in part, and is, to such Grantor's knowledge, valid and enforceable.

(d) It has not granted any release, covenant not to sue, or non-assertion assurance to any third person, nor allowed any shop right to arise with respect to any third person, with respect to any part of the Collateral that would be reasonably likely, in the aggregate, to be of material economic value.

(e) To the best of Grantors' knowledge and belief, its products have been marked as required by applicable law with respect to the Collateral.

(f) The actions contemplated under or in connection with the Loan Documents will not impair the legal right of such Grantor to use any of the Collateral.

(g) Except as disclosed to the Lenders in writing prior to the date of this Agreement, such Grantor has no knowledge of the existence of any right under any patent, trademark, license agreement, trade name, trade secret, know-how, confidential research and development, and commercial information, or other proprietary information held by any other Person that would preclude such Grantor from publishing, distributing, marketing, selling, or using any product currently made by it, being made for it or sold or used by it, imported by it or exported by it, as the case may be, or to use any processes currently used by it (except, in each case, to the extent that such Grantor has granted an exclusive license to another Person), or materially interfere with the ability of such Grantor to carry on its business as currently carried on, and such Grantor has no knowledge of any claim to the contrary that is likely to be made.

(h) Such Grantor has heretofore used consistent standards of quality in manufacturing, distribution and marketing of each product sold and provision of each service provided under any Collateral.

(i) To the best of Grantors' knowledge and belief, Grantors' intellectual property does not infringe upon or violate proprietary rights of any third parties.

(j) Each Subsidiary that has a material ownership interest in any material patents, patent applications, copyrights, copyright applications, trademark, trade name, trade dress, service marks, trademark or service mark registrations or any applications for trademark or service mark registration is a party to this agreement.

Section 5. Patent Representations and Warranties. Each Grantor represents and warrants as follows:

(a) It is the owner of the Patents set forth opposite its name on Schedule I hereto, free and clear of any Lien, security interest, option, charge, pledge, assignment (whether conditional or not), or any other encumbrance except for the security interests created or permitted by this Agreement or the Credit Agreement and the Permitted Liens, and no effective financing statement or other instrument similar in effect covering all or any part

of such Collateral is on file in any recording office, except such as may have been filed in favor of the Agent, for the benefit of the Lenders.

(b) Set forth on Schedule I is a list, which is complete and accurate in all material respects as of the date hereof, of all of the Patents owned by such Grantor necessary for the conduct of its business as currently conducted or utilized and material in such Grantor's operations or materially used in the selling or marketing of such Grantor's products, and which, in each case, if invalidated or terminated would have a Material Adverse Effect.

(c) Each Patent of such Grantor identified on Schedule I hereto is subsisting and has not been adjudged unpatentable, invalid or unenforceable, in whole or in part and is, to the knowledge of such Grantor, patentable, valid and enforceable and each of such Patent applications has been filed in conformity with applicable rules and procedures of the PTO and of the equivalent agencies in each applicable foreign jurisdiction and will be diligently prosecuted in conformity therewith so as to not improperly become abandoned.

Section 6. Trademark Representations and Warranties. Each Grantor represents and warrants as follows:

(a) It is the exclusive owner of all right, title and interest in and to the Trademarks as to which Grantor herein is granting a security interest, free and clear of any Lien, security interest, option, charge, pledge, assignment (whether conditional or not), or covenant, or any other encumbrance, except for the Security Interests created or permitted by this Agreement or the Credit Agreement or Permitted Liens. No effective financing statement or other instrument similar in effect covering all or any part of the Trademarks purported to be granted by such Grantor hereunder is on file in any recording office, including, without limitation, the PTO and the equivalent offices in any foreign jurisdiction, except such as may have been filed in favor of the Agent, for the benefit of the Lenders.

(b) Set forth on Schedule II is a list, which is complete and accurate in all material respects as of the date hereof, of all of the Trademarks owned by such Grantor necessary for the conduct of its business as currently conducted, or utilized and material in such Grantor's operations, or materially used in the selling or marketing of such Grantor's products.

(c) Each Trademark of such Grantor identified on Schedule II is validly subsisting and has not been abandoned or adjudged invalid, unregistrable or unenforceable, in whole or in part, and is, to such Grantor's knowledge, valid, registrable and enforceable.

Section 7. Copyright Representations and Warranties. Each Grantor represents and warrants as follows:

(a) It is the owner of the all right, title and interest in and to the Copyrights as to which Grantor herein is granting a security interest, free and clear of any Lien, security interest, option, charge, pledge, registered user agreement, assignment (whether conditional or not), or covenant, or any other encumbrance, except for the Security Interests created or permitted by this Agreement or the Credit Agreement or Permitted Liens. No effective financing statement or other instrument similar in effect covering all or any part of the Copyrights purported to be granted by such Grantor hereunder is on file in any recording office, including, without limitation, the Copyright Office and the equivalent offices in any foreign jurisdiction, except such as may have been filed in favor of the Agent, for the benefit of the Lenders.

(b) Set forth on Schedule III is a list, which is complete and accurate in all material respects as of the date hereof, of all of the registered Copyrights owned by such Grantor necessary for the conduct of its business as currently conducted or utilized and material in such Grantor's operations, or materially used in the selling or marketing of such Grantor's products.

(c) Each Copyright of such Grantor identified on Schedule III is validly subsisting and has not been abandoned or adjudged invalid, unregistrable or unenforceable, in whole or in part, and is, to such Grantor's knowledge, valid, registrable and enforceable.

Section 8. Transfers and Other Liens. No Grantor shall:

(a) sell, assign (by operation of law or otherwise) or otherwise dispose of any of, or grant any option with respect to, the Collateral, except as permitted by the Credit Agreement or this Agreement, except that any Grantor may license the Collateral (i) on commercially reasonable terms in the ordinary course of such Grantor's business, or (ii) in connection with a sale of assets in compliance with the Credit Agreement. The Agent, for the benefit of the Lenders, shall execute any documents that such Grantor may reasonably request in order to permit the Grantor to exercise its right hereunder;

(b) create or suffer to exist any Lien, security interest or other charge or encumbrance upon or with respect to any of the Collateral except for the Security Interests created by this Agreement or other Permitted Liens; or

(c) except as otherwise permitted in this Agreement, take any other action in connection with any of the Collateral that would impair the value of the interest or rights of such Grantor in the Collateral taken as a whole or that would materially impair the interest or rights hereunder of the Agent for the benefit of the Lenders.

Section 9. Agent Appointed Attorney-in-Fact. Without limiting any other provision of this Agreement, upon the occurrence and during the continuance of an Acceleration Event (as hereinafter defined), each Grantor hereby irrevocably appoints the Agent, for the benefit of the

Lenders, as such Grantor's attorney-in-fact, with full authority in the place and stead of such Grantor and in the name of such Grantor or otherwise, from time to time in the Agent's reasonable discretion, to take any action and to execute any instrument that the Agent may reasonably deem necessary or advisable to accomplish the purposes of this Agreement, including without limitation:

(a) to ask, demand, collect, sue for, recover, compromise, receive and give acquittance and receipts for moneys due and to become due under or in respect of any of the Collateral;

(b) to receive, endorse and collect any drafts or other instruments, documents and chattel paper in connection with clause (a) above;

(c) to file any claims or take any action or institute any proceedings that the Agent may reasonably deem necessary or desirable for the collection of any of the Collateral or otherwise to enforce the rights of the Agent, for the benefit of the Lenders, with respect to any of the Collateral; and

(d) to execute, in connection with the sale provided for in Section 13, any endorsement, assignments, or other instruments of conveyance or transfer with respect to the Collateral.

For purposes of this Agreement, "Acceleration Event" means that (a) an Event of Default has occurred and is continuing and (b) the Secured Obligations have become due and payable (whether by acceleration, at final maturity or otherwise).

Section 10. Agent May Perform. If any Grantor fails to perform any obligation contained herein, the Agent may itself perform, or cause performance of, such obligation, and the reasonable expenses of the Agent incurred in connection therewith shall be payable by such Grantor under Section 14(b) to the fullest extent permitted by applicable law.

Section 11. The Agent's Duties. The powers conferred on the Agent, for the benefit of the Lenders, hereunder are solely to protect the interest of the Secured Parties in the Collateral and shall not impose any duty upon it to exercise any such power.

Section 12. Remedies.

(a) The Agent, for the benefit of the Lenders, may exercise in respect of the Collateral of any defaulting Grantor, in addition to other rights and remedies provided for herein or otherwise available to it, all the rights and remedies of a secured party upon default under the Uniform Commercial Code (the "UCC") and, upon the occurrence of an Acceleration Event, also may, in addition to such rights, (i) exercise any and all rights and remedies of such Grantor under, in connection with, or otherwise in respect of, such Collateral, (ii) require such Grantor to, and each Grantor hereby agrees that it will at its

expense and upon request of the Agent forthwith, assemble all or part of the documents embodying such Collateral as directed by the Agent and make it available to the Agent, for the benefit of the Lenders, at a place to be designated by the Agent that is reasonably convenient to both the Agent and such Grantor, (iii) occupy any premises owned or leased by such Grantor where documents embodying such Collateral or any part thereof are assembled for a reasonable period in order to effectuate the Agent's rights and remedies hereunder or under applicable law, without obligation to such Grantor in respect of such occupation, (iv) license such Collateral or any part thereof, subject to any pre-existing licenses and (v) without notice except as specified below, sell such Collateral or any part thereof in one or more parcels at public or private sale, at any of the Agent's offices or elsewhere, for cash, on credit or for future delivery, and upon such other terms as are commercially reasonable. Each Grantor agrees that at least ten days' written notice to such Grantor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. The Agent shall not be obligated to make any sale of the Collateral regardless of notice of sale having been given. The Agent may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned.

(b) All payments received by any defaulting Grantor under or in connection with any of such Grantor's Collateral shall be received in trust for the benefit of the Lenders, shall be segregated from other funds of such Grantors and shall be immediately paid over to the Agent, for the benefit of the Lenders, in the same form as so received (with any necessary endorsement).

(c) All payments made under or in connection with or otherwise in respect of the Collateral of any defaulting Grantor, and all cash proceeds received by the Agent in respect of any sale of, collection from, or other realization upon all or any part of such Collateral may, in the discretion of the Agent, be held by the Agent, for the benefit of the Lenders, as collateral for, and then or at any time thereafter applied (after payment of any amounts payable to the Agent pursuant to Section 14) for the ratable benefit of the Secured Parties against all or any part of the Secured Obligations, in such order as the Agent shall elect. Any surplus of such payments or cash proceeds held by the Agent, for the benefit of the Lenders, and remaining after payment in full of all the Secured Obligations shall be paid over to such defaulting Grantor or to whosoever may be lawfully entitled to receive such surplus. Any sale or other disposition of the Collateral and the possession thereof by the Agent shall be in compliance with all provisions of applicable law (including applicable provisions of the UCC).

Section 13. Indemnity and Expenses.

(a) Each Grantor agrees to indemnify the Agent, for the benefit of the Lenders, from and against any and all claims, losses and liabilities growing out of or resulting from

this Agreement that are incurred by the Agent (including without limitation enforcement of this Agreement), except claims, losses or liabilities resulting from the Agent's gross negligence or willful misconduct.

(b) Each Grantor will upon demand pay to the Agent, for the benefit of the Lenders, the amount of any and all reasonable expenses, including the reasonable fees and disbursements of its counsel and of any experts and agents, that the Agent, for the benefit of the Lenders, may reasonably incur in connection with (i) the custody, preservation, or sale of, collection from or other realization upon, such Grantor's Collateral, (ii) the exercise or enforcement of any of the rights of the Secured Parties, or (iii) the failure by such Grantor to perform or observe any of the provisions hereof.

Section 14. Security Interest Absolute. All rights of the Secured Parties in the Security Interests granted hereunder, and each of the Secured Obligations, shall be absolute and unconditional irrespective of:

(a) any lack of validity or enforceability of the Credit Agreement or any other Loan Document, or any other agreement or instrument relating thereto;

(b) any change in the time, manner or place of payment of, or in any other term of, all or any of the Secured Obligations, or any other amendment or waiver of or any consent to departure from, the Credit Agreement or any other Loan Document, including, but not limited to, (i) an increase or decrease in the amount of the Secured Obligations and (ii) an amendment of any Loan Document to permit the Agent or the Lenders or any one or more of them to extend further or additional credit to the Borrower in any form which credit shall thereupon be and become subject to the Credit Agreement and the other Loan Documents as a Secured Obligation;

(c) any taking and holding of collateral or guarantees (including without limitation any collateral pledged as security for the Secured Obligations under the Security Instruments) for all or any of the Secured Obligations; or any amendment, alteration, exchange, substitution, transfer, enforcement, waiver, subordination, termination or release of any collateral or such guarantees (including without limitation any collateral pledged as security for the Secured Obligations under the Security Instruments), or any non-perfection of any collateral, or any consent to departure from any such guaranty (including without limitation any collateral pledged as security for the Secured Obligations under the Security Instruments);

(d) any manner of application of collateral, or proceeds thereof, to all or any of the Secured Obligations, or the manner of sale of any collateral;

(e) any consent by the Secured Parties to the change, restructure or termination of the corporate structure or existence of the Borrower or any Grantor and any

corresponding restructure of the Secured Obligations, or any other restructure or refinancing of the Secured Obligations or any portion thereof;

(f) any modification, compromise, settlement or release by the Secured Parties, by operation of law or otherwise, collection or other liquidation of the Secured Obligations or the liability of the Borrower, any Grantor or any guarantor of the Secured Obligations (including without limitation any guarantor under the Facility Guaranty, other than the Grantor against which this Agreement is to be enforced), or of any collateral for the Secured Obligation (including without limitation any collateral pledged as security for the Secured Obligations under the Security Instruments), in whole or in part, and any refusal of payment by the Agent or any Lender in whole or in part, from any obligor or guarantor (including without limitation any guarantor under the Facility Guaranty, other than the Grantor against which this Agreement is sought to be enforced) in connection with any of the Secured Obligations, whether or not with notice to, or further assent by, or any reservation of rights against, any Grantor; or

(g) any other circumstance (including without limitation any statute of limitations) that might otherwise constitute a defense available to, or a discharge of, the Borrower, any guarantor of the Borrower's Obligations (including without limitation any Guarantor) or a Grantor.

To the extent permitted under applicable law, the granting of a Security Interest in the Collateral shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any of the Secured Obligations is rescinded or must otherwise be returned by any Secured Party, upon the insolvency, bankruptcy or reorganization of the Borrower or any Grantor or otherwise, all as though such payment had not been made.

Section 15. Waiver. Each Grantor hereby waives promptness, diligence, notice of acceptance and any other notice with respect to any of the Secured Obligations and this Agreement and any requirement that the Secured Parties protect, secure, perfect or insure any Security Interest or any Collateral subject thereto or exhaust any right or take any action against any Grantor or any other Person (including without limitation any guarantor under the Facility Guaranty) or any collateral securing payment of the Secured Obligations (including without limitation any collateral pledged as security for the Secured Obligations under the Security Instruments).

Section 16. Subrogation. Prior to termination of this Agreement in accordance with the provisions of Section 20(c), no Grantor will exercise any rights that it may acquire by way of subrogation under this Agreement. If an amount shall be paid to such Grantor on account of such subrogation rights at any time prior to termination of this Agreement in accordance with the provisions of Section 20(c), such amount shall be held in trust for the benefit of the Lenders and shall forthwith be paid to the Agent, for the benefit of the Lenders, to be credited and applied upon the Secured Obligations, whether matured or unmatured, in accordance with the terms of the Credit Agreement and the Facility Guaranty.

Section 17. Amendments, Etc.

(a) Except as provided in subsection (b) of this Section 18, no amendment or waiver of any provision of this Agreement nor consent to any departure by any Grantor therefrom shall in any event be effective unless the same shall be in writing and signed by the Agent, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

(b) Upon the execution and delivery by any Person of a supplement to this Agreement pursuant to which such Person agrees to become a party hereto (each an "Intellectual Property Security Agreement Supplement"), (i) such Person or entity shall be referred to as an "Additional Grantor" and shall be and become a Grantor and each reference in this Agreement to "Grantor" shall also mean and be a reference to such Additional Grantor, and (ii) the schedules attached to each Intellectual Property Security Agreement Supplement shall be incorporated into and become a part of and supplement Schedules I, II, III and IV hereto, and the Agent may attach such supplementary schedules to such Schedules, and each reference to such Schedules shall mean and be a reference to such Schedules as supplemented pursuant hereto.

(c) Any person that executes an Intellectual Property Security Agreement Supplement shall also execute and deliver such financing statements and all further instruments and documents and take all further action that may be necessary or desirable or that the Agent may reasonably request in order to perfect and protect any Security Interest purported to be granted thereby.

Section 18. Addresses for Notices. Any notice required or permitted hereunder shall be given (a) with respect to any Grantor (other than the Borrower), at the address then in effect for the giving of notices to such Grantor under the Facility Guaranty to which it is a party, and (b) with respect to the Borrower, the Agent or a Lender, at such party's address indicated in Section 13.2 of the Credit Agreement. All such addresses may be modified, and all such notices shall be given and shall be effective, as provided in Section 13.2 of the Credit Agreement.

Section 19. Continuing Security Interest; Assignments Under the Credit Agreement; Release of Collateral.

(a) This Agreement and the security interest granted by the Grantors hereby shall (i) remain in full force and effect until terminated in accordance with the provisions of Section 20(c), (ii) be binding upon each Grantor, its successors, transferees and assigns, provided, however, no Grantor shall make any assignment hereof without the prior consent of the Agent, and (iii) inure, together with the rights and remedies of the Secured Parties hereunder, to the benefit of the Secured Parties and their respective successors, transferees and assigns. Without limiting the generality of the foregoing clause (iii), any Lender may assign to one or more Persons, or grant to one or more Persons participations in or to, all or

any part of its rights and obligations under the Credit Agreement (to the extent permitted by the Credit Agreement); and to the extent of any such assignment or participation such other Person shall, to the fullest extent permitted by law, thereupon become vested with all the benefits and obligations in respect thereof granted to such Lender herein or otherwise, subject however, to the provisions of the Credit Agreement, including without limitation Article XII thereof concerning the Agent and Article XIII thereof concerning assignments and participations.

(b) On the Facility Termination Date, the Collateral shall be automatically released from the Liens created hereby, all rights to the Collateral shall automatically revert to the Grantors, and this Agreement and all obligations of the Grantors hereunder shall terminate without delivery of any instrument or performance of any act by any party. Upon the satisfaction of all obligations of Grantor under the Facility Guaranty and Credit Agreement, Agent and each Lender shall forthwith execute and deliver to each Grantor, in a form acceptable to such Grantor, all termination statements and other instruments, and perform such acts as may be necessary and proper, or otherwise reasonably requested by such Grantor, to terminate and release the Security Interests and each such Lender's interest in and any interest, lien, encumbrance or claim of such Lender in and to the Collateral. Upon such satisfaction of Grantor's obligations under the Facility Guaranty and Credit Agreement, the Agent shall redeliver all documents embodying such Collateral as may be in Agent's (or any Lender's) possession, custody or control then held by or for the Agent and the Lenders and execute and deliver to each Grantor such documents and perform such acts as such Grantor shall reasonably request to evidence such termination and release, including without limitation, releases of the Secured Parties interest in any interest, lien, encumbrance or claim of the Secured Parties in and to the Collateral, in separate documents, in a form acceptable to each Grantor for recordation by such Grantor in those countries in which Collateral now or hereafter exists, as may be requested by such Grantor.

Section 20. Swap Agreements. All Hedging Obligations of any Grantor shall be deemed to be Secured Obligations secured hereby, and each Lender or affiliate of a Lender party to any Swap Agreement shall be deemed to be a Secured Party hereunder.

Section 21. Severability. If any term or provision of this Agreement is or shall become illegal, invalid or unenforceable in any jurisdiction, all other terms and provisions of this Agreement shall remain legal, valid and enforceable in such jurisdiction and such illegal, invalid or unenforceable provision shall be legal, valid and enforceable in any other jurisdiction.

Section 22. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement.

Section 23. Governing Law.

(a) THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS EXECUTED, AND TO BE FULLY PERFORMED, IN SUCH STATE.

(b) EACH PARTY HEREBY EXPRESSLY AND IRREVOCABLY AGREES AND CONSENTS THAT ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREIN MAY BE INSTITUTED IN ANY STATE OR FEDERAL COURT SITTING IN THE COUNTY OF NEW YORK, STATE OF NEW YORK, UNITED STATES OF AMERICA AND, BY THE EXECUTION AND DELIVERY OF THIS AGREEMENT, EXPRESSLY WAIVES ANY OBJECTION THAT IT MAY HAVE NOW OR HEREAFTER TO THE LAYING OF THE VENUE OR TO THE JURISDICTION OF ANY SUCH SUIT, ACTION OR PROCEEDING, AND IRREVOCABLY SUBMITS GENERALLY AND UNCONDITIONALLY TO THE JURISDICTION OF ANY SUCH COURT IN ANY SUCH SUIT, ACTION OR PROCEEDING.

(c) EACH PARTY AGREES THAT SERVICE OF PROCESS MAY BE MADE ON SUCH PARTY BY PERSONAL SERVICE OF A COPY OF THE SUMMONS AND COMPLAINT OR OTHER LEGAL PROCESS IN ANY SUCH SUIT, ACTION OR PROCEEDING, OR BY REGISTERED OR CERTIFIED MAIL (POSTAGE PREPAID) TO THE ADDRESS OF SUCH PARTY PROVIDED BY SECTION 18, OR BY ANY OTHER METHOD OF SERVICE PROVIDED FOR UNDER THE APPLICABLE FEDERAL OR STATE LAWS IN EFFECT IN THE STATE OF NEW YORK.

(d) NOTHING CONTAINED IN SUBSECTIONS (b) OR (c) HEREOF SHALL PRECLUDE ANY PARTY FROM BRINGING ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE OTHER LOAN DOCUMENTS IN THE COURTS OF ANY PLACE WHERE ANY PARTY OR ANY PARTY'S PROPERTY OR ASSETS MAY BE FOUND OR LOCATED. TO THE EXTENT PERMITTED BY THE APPLICABLE LAWS OF ANY SUCH JURISDICTION, EACH PARTY HEREBY IRREVOCABLY SUBMITS TO THE JURISDICTION OF ANY SUCH COURT AND EXPRESSLY WAIVES, IN RESPECT OF ANY SUCH SUIT, ACTION OR PROCEEDING, THE JURISDICTION OF ANY OTHER COURT OR COURTS WHICH NOW OR HEREAFTER, BY REASON OF ITS PRESENT OR FUTURE DOMICILE, OR OTHERWISE, MAY BE AVAILABLE TO IT.

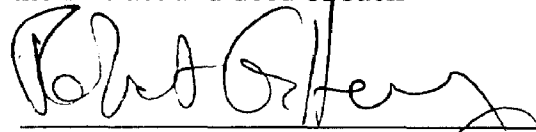
(e) IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS OR REMEDIES UNDER OR RELATED TO THIS AGREEMENT OR ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT

DELIVERED OR THAT MAY IN THE FUTURE BE DELIVERED IN CONNECTION WITH THIS AGREEMENT, EACH PARTY HEREBY AGREES, TO THE EXTENT PERMITTED BY APPLICABLE LAW, THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY AND HEREBY WAIVES, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY HAVE THAT EACH ACTION OR PROCEEDING HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.


[SIGNATURE PAGES FOLLOW.]

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

Before me, the undersigned, a Notary Public in and for the aforesaid county, on this 13th day of July, 1999, personally appeared Charles Laurey and David Veit, to me known personally, and each of whom, being by me duly sworn, deposes and says that he is the authorized officer of EAC I Inc. or JLC Learning Corporation, respectively, and that the foregoing instrument was signed and sealed on behalf of such company by him by authority of its Board of Directors, and each of them acknowledged the foregoing instrument to be the free act and deed of such respective company.



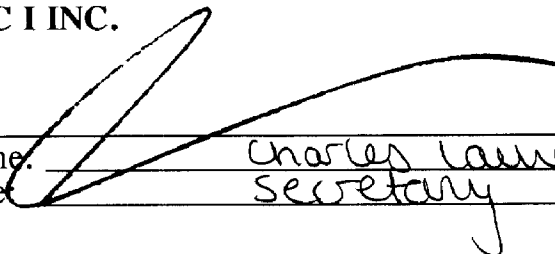
Notary Public

ROBERT G. HARVEY
Notary Public, State of New York
No. 31-4965599
Qualified in New York County
Term Expires April 23, 2002 

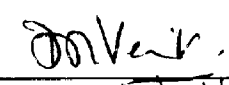
IN WITNESS WHEREOF, the parties have duly executed this Intellectual Property Security Agreement on the day and year first written above.

GRANTORS:

EAC I INC.

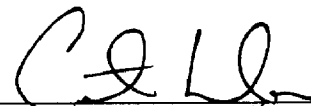
By: 
Name: Charles Launey
Title: Secretary

JLC LEARNING CORPORATION

By: 
Name: David Veit
Title: president

AGENT:

BANK OF AMERICA, NATIONAL ASSOCIATION, as
Agent for the Lenders

By: 
Name: Curt Miller
Title: Vice President

INTELLECTUAL PROPERTY SECURITY AGREEMENT

Signature Page 1 of 4

TRADEMARK
REEL: 001963 FRAME: 0899

Intellectual Property

Security Agreement

Schedules

Schedule I
Patents and Patent Applications

None.

Schedule II

Trademarks and Trademark Applications

AUSTRALIA							
MARK	APPLICATION		REGISTRATION		OTHER	STATUS	
	SERIAL NO.	DATE	® NUMBER	DATE	RENEW	CURRENT	OWNER
Compass™	710447	6/12/96				Opposed —objected	JLC
Compass Worldware™	761158	5/4/98				Opposed —objected	JLC
Design of Tree®	761668	5/8/98	761668	1/25/99	5/8/08	Registered	JLC
JCAT®	761159	5/4/98	761159	12/18/98	5/4/08	Registered	JLC
Tomorrow's Promise®	752687	1/14/98	752687	8/31/98	1/14/08	Registered	JLC
Worldware	775431	10/13/98				Published 11/26/98	JLC

BRUNEI							
MARK	APPLICATION		REGISTRATION		OTHER	STATUS	
	SERIAL NO.	DATE	® NUMBER	DATE	RENEW	CURRENT	OWNER
Compass™	24,314	2/24/98	24,314			Registered	JLC
Compass™	29,032	2/24/98				Pending	JLC
Compass Worldware™	29,205	4/2/98				Pending	JLC
Design of Tree™	29,201	4/21/98				Pending	JLC
Design of Tree™	29,202	4/21/98				Pending	JLC
JCAT™	29,206	4/21/98				Pending	JLC
Tomorrow's Promise™	29,031	2/24/98				Published 1/15/99	JLC
Worldware™	29,894	11/24/98				Pending	JLC
Writing Expedition™	29,203	4/21/98				Pending	JLC
Writing Expedition™	29,204	4/21/98				Pending	JLC

CANADA							
MARK	APPLICATION		REGISTRATION		OTHER	STATUS	
	SERIAL NO.	DATE	® NUMBER	DATE	RENEW	CURRENT	OWNER
Compass™	877,358	5/6/98				Pending	JLC
Compass Worldware™	877,187	5/6/98				Pending	JLC

Design of Tree™	877,186	5/6/98				Published 12/16/98	JLC
JCAT™	877,359	5/6/98				Pending	JLC
Microsystem 80®	462,173	11/26/80	291,816	6/8/84	6/8/99	Registered	JLC
System 80®	379,418	10/1/74	209,956	10/10/75	10/10/05	Registered	JLC
Tomorrow's Promise™	877,185	5/6/98				Pending	JLC
Worldware	894,386	10/23/98				Pending	JLC
Writing Expedition™	877,357	5/6/98				Pending	JLC

FRANCE							
MARK	APPLICATION		REGISTRATION		OTHER	STATUS	
	SERIAL NO.	DATE	® NUMBER	DATE	RENEW	CURRENT	OWNER
Conter Software®	94-532,527	6/7/94	94-523,527	6/7/94	6/7/99	Registered	Jostens Learning Corporation

HONG KONG							
MARK	APPLICATION		REGISTRATION		OTHER	STATUS	
	SERIAL NO.	DATE	® NUMBER	DATE	RENEW	CURRENT	OWNER
A+dvantage Worldware™	9510668	8/23/95	B6072/1998	3/2/95	3/2/02	Pending	Jostens Learning Corporation
Design of Tree®	9510667	8/23/95	01298/1997	8/23/95	8/23/02	Registered	Jostens Learning Corporation
Learning First™	9311502	9/13/95				Pending	Jostens Learning Corporation

INDONESIA							
MARK	APPLICATION		REGISTRATION		OTHER	STATUS	
	SERIAL NO.	DATE	® NUMBER	DATE	RENEW	CURRENT	OWNER
A+dvantage Worldware®	D95 15772	9/4/95	364704	9/4/95	9/4/05	Registered	JLC
Compass™	D98 2479	2/17/98				Pending	JLC
Compass Worldware™	D98 07733	4/29/98				Opposed	JLC
Design of Tree®	J95 16035	9/7/95	361336	6/5/96	9/7/05	Registered	JLC
JCAT™	D98 07734	4/29/98				Pending	JLC
Learning First®	D95 15771	9/4/95	360510	9/4/95	3/4/05	Registered	JLC
Tomorrow's Promise™	D98 2478	2/17/98				Pending	JLC
Worldware™	D98 18917	11/6/98				Pending	JLC
Writing Expedition™	D98 07732	4/29/98				Pending	JLC

IRELAND							
MARK	APPLICATION		REGISTRATION		OTHER	STATUS	
	SERIAL NO.	DATE	® NUMBER	DATE	RENEW	CURRENT	OWNER
Compass®	96/3861	6/12/96	173124	6/12/96	6/12/03	Registered	JLC
Compass Worldware™	98/2924	7/16/98				Pending	JLC
Design of Tree™	98/2925	7/16/98				Pending	JLC
Learning Expedition™		7/12/96	202178				JLC
Learning Expedition™	96/4375	7/12/96				Published 4/8/98	JLC
NCAT™	98/1437	4/15/98				Pending	JLC
Tomorrow's Promise™	97/4604	12/19/97				Published	JLC
Worldware™						Requested filing 10/7/98	JLC
Writing Expedition®	96/4376	7/12/96	202179	7/12/96	7/12/06	Registered	JLC

MALAYSIA							
MARK	APPLICATION		REGISTRATION		OTHER	STATUS	
	SERIAL NO.	DATE	® NUMBER	DATE	RENEW	CURRENT	OWNER
A+dvantage Worldware™	9175/95	9/5/95				Pending	JLC
Compass™	96/08076	7/18/96				Pending	JLC
Compass Worldware™	98/05613	5/8/98				Pending	JLC
Design of Tree®	95/09668	9/14/95	95/09668	9/14/95	9/14/02	Registered	JLC
JCAT™	98/05611	5/8/98				Pending	JLC
Learning Expedition™	N97/16819	11/21/97				Pending	JLC
Tomorrow's Promise™	98/00802	1/20/98				Pending	JLC
Worldware™	98/13772	11/28/98				Pending	JLC
Writing Expedition™	97/16816	11/21/97				Pending	JLC
Writing Expedition™	98/05612	5/8/98				Pending	JLC

SINGAPORE							
MARK	APPLICATION		REGISTRATION		OTHER	STATUS	
	SERIAL NO.	DATE	® NUMBER	DATE	RENEW	CURRENT	OWNER
A+dvantage Worldware™	8443/95	9/4/95				Pending	JLC
Compass™	7454/96	7/19/96				Pending; responded to office action	JLC
Compass Worldware™	3302/98	4/9/98				Pending	JLC

	SERIAL NO.	DATE	® NUMBER	DATE	RENEW	CURRENT	OWNER
Design of Tree®	8407/95	9/2/95	8407/95	9/2/95	9/2/08	Registered	JLC
JCAT™	3305/98	4/9/98					JLC
Tomorrow's Promise™	15161/97	12/13/97				Pending	JLC
Worldware™	12024/98	12/1/98				Pending	JLC
Writing Expedition™	3303/98	4/9/98				Pending	JLC
Writing Expedition™	3304/98	4/9/98				Pending	JLC

TAIWAN							
MARK	APPLICATION		REGISTRATION		OTHER	STATUS	
	SERIAL NO.	DATE	® NUMBER	DATE	RENEW	CURRENT	OWNER
Learning First®	84-44009	8/30/95	739835	12/16/96	12/16/06	Registered	Jostens Learning Corporation

UNITED KINGDOM							
MARK	APPLICATION		REGISTRATION		OTHER	STATUS	
	SERIAL NO.	DATE	® NUMBER	DATE	RENEW	CURRENT	OWNER
A+dvantage Worldware®	2032388	9/1/95	2032388	9/1/95	9/1/05	Registered	JLC
Compass®	2103167	6/12/96	2103167	6/12/96	6/12/06	Registered	JLC
Compass Management System®	2117672	12/5/96	2117672	12/5/96	12/4/06	Registered	JLC
Compass Worldware™	2172297	7/16/98				Pending	JLC
Compass®	2103167	6/12/96	2103167	6/12/96	6/12/06	Registered	JLC
Design of Tree®	2031173	8/21/95	2031173	8/21/95	8/21/05	Registered	JLC
Learning Expedition®	2106235	7/26/96	2106235	7/26/96	7/26/06	Registered	JLC
Learning First	2033468	9/14/95				Abandoned	
NCAT®	2163913	4/9/98	2163913	4/9/98	4/9/98	Registered	JLC
Tomorrow's Promise®	2152272	11/28/97	2152272	11/28/97	11/28/07	Registered	JLC
Worldware™	2179233	10/9/98				Pending	JLC
Writing Expedition®	2106237	7/26/96	2106237	7/26/96	9/26/01	Registered	JLC

UNITED STATES							
MARK	APPLICATION		REGISTRATION		OTHER	STATUS	
	SERIAL NO.	DATE	® NUMBER	DATE	RENEW	CURRENT	OWNER
A Renaissance in Learning®	74/255,759	3/16/92	1,743,676	12/29/92	12/29/98	Registered	JLC

MARK	APPLICATION		REGISTRATION		OTHER	STATUS	
	SERIAL NO.	DATE	® NUMBER	DATE	RENEW	CURRENT	OWNER
A+dvantage Worldware®	74/641,327	3/2/95	2,084,423	7/29/97	7/29/03	Registered	JLC
ActionMATH®	74/641,332	3/2/95	2,014,451	11/5/96	11/5/02	Registered	JLC
Brick by Brick®	73/567,330	11/7/85	1,411,116	9/30/86	9/30/06	Registered	JLC
Classroom Essentials	75/459,879	3/31/98				Published	JLC
Compass®	74/439,993	9/24/93	2,053,034	4/15/97	4/15/03	Registered	JLC
Compass Virtual Classroom						Filing Pending	JLC
Compass Worldware®	75/173,299	9/27/96	2,229,384	3/2/99	3/5/05	Registered	JLC
Cuentos de Coquí®	74/592,365	10/31/94	1,923,500	10/3/95	10/3/01	Registered	JLC
Design of Boy, Dog, Wagon®	73/563,285	10/15/85	1,396,585	6/10/86	6/10/06	Registered	JLC
Design of Tree®	73/819,707	8/17/98	1,712,302	9/1/92	9/1/02	Registered	JLC
Dragon Tales®	74/709,330	7/31/95	2,054,029	4/22/97	4/22/03	Registered	JLC
First Connections®	74/396,268	6/1/93	1,860,732	11/1/94	11/1/00	Registered	JLC
Hartley & Design®	74/257,129	3/19/92	1,765,662	4/20/93	4/20/99 renewal pending	Registered	JLC
Idea Shaper®	74/707,944	7/31/95	2,106,204	10/21/97	10/21/03	Registered	JLC
IL Design®	73/528,796	3/25/85	1,368,933	11/5/85	11/5/05	Registered	JLC
Interprettools®	75/180,100	10/11/96	2,198,904	10/20/98	10/20/04	Registered	JLC
JCAT®	74/708,041	7/31/95	2,050,313	4/8/97	4/8/03	Registered	JLC
JLC Financial®	74/042,225	3/26/90	1,636,458	2/26/91	2/26/01	Registered	JLC
Jostens Learning Corporation®	73/819,706	8/17/89	1,627,668	12/11/90	12/11/00	Registered	JLC
Jostens Learning Litenet®	74/592,366	10/31/94	2,029,506	1/14/97	1/14/03	Registered	JLC
Number Workshop®	74/709,293	9/1/95	2,029,755	1/14/97	1/14/03	Registered	JLC
Onenet®	74/653,702	3/30/95	1,956,376	2/13/96	2/13/02	Registered	JLC
Shape Studio®	74/709,276	8/1/95	1,987,165	7/16/96	7/16/02	Registered	JLC
Storybook Maker®	74/709,283	8/1/95	2,108,138	10/28/97	10/28/03	Registered	JLC
System 80®	72/350,212	2/2/70	918,463	8/17/71	8/17/01	Registered	JLC
Take Home Connection						Filing Pending	JLC
T.E.A.C.H.						Pending	Florida Dept. of Educ.
T.E.A.C.H. logo						Pending	Florida Dept. of Educ.
Teacher to Teacher Connection®	74/644,326	3/10/95	1,990,919	8/6/96	8/6/02	Registered	JLC
TeachNet	75/169,818	9/23/96				Opposed	JLC
THC®	74/028,845	2/14/90	1,633,030	1/29/91	1/29/97	Registered	JLC

MARK	APPLICATION		REGISTRATION		OTHER	STATUS	OWNER
	SERIAL NO.	DATE	® NUMBER	DATE	RENEW	CURRENT	
Tomorrow's Promise®	75/236,856	2/5/97	2,219,515	1/19/99	1/19/09	Registered	JLC
Utonic®	73/463,455	1/31/84	1,332,979	4/30/85	4/30/05	Registered	JLC
Words on Wings®	74/709,329	7/31/95	2,042,802	3/11/97	3/11/03	Registered	JLC
Worldware™	75/526,634	7/28/98	-	-	-	Pending	JLC
Write Time®	74/709,331	7/31/95	2,042,803	3/11/97	3/11/03	Registered	JLC

MATERIAL OPPOSITION TO TRADEMARKS

Mark Serial No.	Country	Class	App. Filed	Pub. Date	Reg. Date and Number	§§ 8 & 15 Decl. Due	Reg. Renewal	Remarks
1 CLASSROOM ESSENTIALS 75/459,879	United States	16-catalogs featuring educational products, namely, software, instruction manuals, activity guides; educational books, booklets and workbooks	3/31/98	1/26/99				JLC: Opposer Cease and Desist letter sent to It's Academic of Illinois, Inc. on 6/29/98 for its mark SCHOOL ESSENTIALS Request for Extension of Time to file a notice of Opposition filed on 6/18/99 (granted until 7/25/98). It's Academic demonstrates prior rights in its marks on 7/16/98, and opposition matter is concluded. Matter closed.
2 COMPASS 710447	Australia	9-computer software; management system software which delivers curriculum and instructions to students and teachers	6/12/96					Pending Cited Marks JLC's application under deferment since 1/5/98 pending the disposition of two cited applications owned by Streamline Pty Lrd. for the marks CORPORATE COMPASS for use in connection with computer software. Matter Pending

Mark Serial No.	Country	Class	App. Filed	Pub. Date	Reg. Date and Number	§§ 8 & 15 Decl. Due	Reg. Renewal	Remarks
3 COMPASS D98 2479	Indonesia	9-computer software for managing instruction programs for educational courseware and curriculum	2/17/98					<p>Pending</p> <p>JLC: Opposed</p> <p>Opposition filed by Kompas International Neuenschwander S.A. (a French Corporation) on 8/28/98 for its mark KOMPASS in several classes, including International Class 9.</p> <p>Kompas International Neuenschwander denies consent to register mark on 9/16/98.</p> <p>Rebuttal to Kompas International Neuenschwander's Opposition filed on 11/3/98.</p> <p>Per foreign associate, application is now under substantive review; foreign associate confirms on 4/7/99 that the rebuttal to Kompas International Neuenschwander's opposition will be considered during the substantive review process. If the rebuttal is successful and the application is approved after examination, the application will proceed to registration.</p> <p>Matter pending.</p>

Mark Serial No.	Country	Class	App. Filed	Pub. Date	Reg. Date and Number	§§ 8 & 15 Decl. Due	Reg. Renewal	Remarks
4	Singapore	9-computer software; management system software which delivers curriculum and instructions to students and teacher	7/19/96					Pending Cited Marks Kompas International Neuenschwander S.A.'s marks cited against JLC's application. Arguments to overcome citations filed on 1/12/99. Matter Pending
5	United Kingdom	9-computer software; computer software for program management	12/5/96	10/1/97	12/5/96 2117672	12/4/03 (compulsory)	12/5/06	Registered JLC: Opposer Opposition filed by Reed Business Information Systems on 12/24/97 for its marks KOMPASS in Classes 9, 16 and 35; and REEDBASE KOMPASS in Class 42. Reed Business Information Systems withdraws opposition on 11/98 per successfully completed coexistence agreement (condition: restriction of identification of goods). Matter Closed

[NYCorp:869485.1:wpca:07/06/1999--10:15a]

Mark Serial No.	Country	Class	App. Filed	Pub. Date	Reg. Date and Number	SS 8 & 15 Decl. Due	Reg. Renewal	Remarks
6	Australia	9-computer software directed to teachers and students for accessing a global computer network	5/4/98					Pending Cited Marks JLC's application under deferment since 9/98 pending the disposition of two cited applications owned by Streamline Pty Ltd. For the marks CORPORATE COMPASS for use in connection with computer software. Matter Pending
7	United States	9-computer software that teaches and facilitates the processing of learning	7/31/95		10/21/97 2,106,204			Registered JLC: Opposer Cease and Desist letter sent to Don Johnson incorporated on 9/22/97 for its mark IDEA BUILDER. Opposition filed 10/22/97 - no answer to opposition filed by Don Johnson Incorporated. Judgment by Default entered, and registration of IDEA BUILDER refused. Matter Closed

Mark Serial No.	Country	Class	App. Filed	Pub. Date	Reg. Date and Number	§§ 8 & 15 Decl. Due	Reg. Renewal	Remarks
8 JCAT 74/708,041	United States	9-computer programs that administer diagnostic and prescriptive tests, primarily in language arts and mathematics for educational purposes	7/31/95	1/14/97	4/8/97 2,050,313	4/8/03	4/8/07	Registered Cease and Desist Matter (initiated by JLC). Cease and Desist letter sent to SenseNet, Inc. on 9/14/98. SenseNet, Inc. responds by asserting dissimilarity of goods, and reports that Digital Equipment Corp. is using the exact mark JCAT for Java-based Collaborative Active Textbooks. Provide JLC with a referral attorney because GCWF represents Digital Equipment Corp. No recent report from client. Matter Pending
9 TEACHNET (stylized) 75/169,818	United States	9-computer software for use in connection with curriculum management for teaching English and Spanish Language Arts to students and user manuals sold as a unit therewith.	9/23/96	Due 7/22/98				Pending Cited Marks JLC's application suspended on 1/29/98 pending disposition of cited application TEACHERNET owned by Highlights for Children, Inc. for magazines, pamphlets and newsletters concerning the field of education. Matter Pending

Mark Serial No.	Country	Class	App. Filed	Pub. Date	Reg. Date and Number	SS 8 & 15 Decl. Due	Reg. Renewal	Remarks
10	United States	9-computer software for use in improving the writing skills of primary school students	7/31/95	12/17/96	3/11/97 2,042,803	3/11/03	3/11/07	<p>Registered</p> <p>JLC: Opposer</p> <p>Request for Extension of Time to file a Notice of Opposition filed on 9/20/96 for the mark WRITING TIME owned by Harriet Jean Azemove.</p> <p>Cease and Desist letter sent to Harriet Jean Azemove on 10/18/96.</p> <p>Coexistence agreement proposed 11/21/96.</p> <p>No further record of outcome in file, but JLC's mark WRITE TIME was registered on 3/11/97.</p> <p>Matter Closed</p>

Schedule III

Copyrights

All copyrights for JLC Learning Corporation are filed in the United States.

Product Name	Date Filed/Issued	Copyright Number
Advantage Mgmt Sys. 1.1	March 23, 1998	TX-4-620-089
Advantage Mgmt. Sys. 1.2	March 23, 1998	TX-4-620-087
Advantage Mgmt. Sys. 2.0	March 20, 1998	TX-4-613-682
Advantage Mgmt. Sys. 2.1	March 20, 1998	TX-4-613-679
AIMS 2.2.4 Adv. Instruc. Mgmt. Sys.	March 20, 1998	TX-4-613-680
Compass 2.2 for Windows/MacIntosh	March 23, 1998	TX-4-620-090
Compass 2.2 for ILA	April 7, 1998	TX-4-634-221
Compass 2.3 for Windows/MacIntosh	March 23, 1998	TX-620-094
Compass 3.0 for Windows/MacIntosh	March 20, 1998	TX-4-613-681
LMS 3.15	April 7, 1998	TX-4-634-220
Peer to Peer Install Compass/Tomorrow's Promise 3.1	September 30, 1998	TX-4-626-266
Personal Compass 1.0 for Windows/ MacIntosh	March 23, 1998	TX-4-620-099
Worldware 2.0	March 27, 1998	TX-4-623-250
Worldware 2.01	March 20, 1998	TX-4-620-084
RIMS I	April 7, 1998	TX-4-634-224
RIMS II 1.72 for MAC	March 27, 1998	TX-4-623-266
Jostens Comprehensive Assessment Tests/Compass	March 23, 1998	TX-4-620-091
Jostens Comprehensive Assessment Tests/Advantage	March 23, 1998	TX-4-620-088
Learning Expedition Language Arts	March 27, 1998	TX-4-623-253
Learning Expedition Mathematics Level 1-3	March 27, 1998	TX-4-623-256
Learning Expedition Mathematics Level 4-8	March 27, 1998	TX-4-623-248
Learning Expedition Math Higher Level Activities	March 27, 1998	TX-4-623-252
Learning Expedition Reading Levels 1-3	March 27, 1998	TX-4-623-255
Learning Expedition Reading Levels 4-8	March 27, 1998	TX-4-623-247
Learning Expedition Written Expression	March 27, 1998	TX-4-623-251
Learning First Elementary Mathematics	March 23, 1998	TX-4-620-095
Learning First Skills and Employability Skills	March 23, 1998	TX-4-620-102
Learning First Foundations in Mathematics	March 27, 1998	TX-4-623-259
Learning First Middle School Mathematics	March 27, 1998	TX-4-623-258
Learning First Foundations in Reading	March 27, 1998	TX-4-623-260
Learning First New Edition: Elementary Mathematics	March 23, 1998	TX-4-620-103
Learning First New Edition: Elementary Reading	March 23, 1998	TX-4-623-106
Integrated Language Arts – Primary Level	March 25, 1998	TX-4-623-208
Tomorrow's Promise Biology	March 23, 1998	TX-4-620-092
Tomorrow's Promise Chemistry	March 23, 1998	TX-4-620-096
Tomorrow's Promise Earth Science	March 23, 1998	TX-4-620-097
Tomorrow's Promise Language Arts Level 3	March 20, 1998	TX-4-613-670
Tomorrow's Promise Language Arts Level 4	March 20, 1998	TX-4-613-672
Tomorrow's Promise Language Arts Level 5	March 20, 1998	TX-4-613-676
Tomorrow's Promise Language Arts Level 6	March 20, 1998	TX-4-613-674
Tomorrow's Promise Language Arts Level 7	March 20, 1998	TX-4-613-671
Tomorrow's Promise Language Arts Level 8	March 20, 1998	TX-4-613-677
Tomorrow's Promise Language Arts Essay Levels 6-8	March 27, 1998	TX-4-623-246
Tomorrow's Promise Mathematics Level K	March 20, 1998	TX-4-613-675
Tomorrow's Promise Mathematics Level 1	March 20, 1998	TX-4-613-687

Product Name	Date Filed/Issued	Copyright Number
Tomorrow's Promise Mathematics Level 2	March 20, 1998	TX-4-613-690
Tomorrow's Promise Mathematics Level 3	March 20, 1998	TX-4-613-685
Tomorrow's Promise Mathematics Level 4	March 20, 1998	TX-4-613-688
Tomorrow's Promise Mathematics Level 5	March 20, 1998	TX-4-613-686
Tomorrow's Promise Mathematics Level 6	March 20, 1998	TX-4-613-683
Tomorrow's Promise Mathematics Level 7	March 20, 1998	TX-4-613-693
Tomorrow's Promise Mathematics Level 8	March 20, 1998	TX-4-613-689
Tomorrow's Promise Physical Science	March 23, 1998	TX-4-620-093
Tomorrow's Promise Problem Solving Strategies 6-8	March 27, 1998	TX-4-623-245
Tomorrow's Promise Reading Level K	March 20, 1998	TX-4-613-697
Tomorrow's Promise Reading Level 1	March 20, 1998	TX-4-613-684
Tomorrow's Promise Reading Level 2	March 20, 1998	TX-4-613-673
Tomorrow's Promise Reading Level 3	March 20, 1998	TX-4-613-696
Tomorrow's Promise Reading Level 4	March 20, 1998	TX-4-613-691
Tomorrow's Promise Reading Level 5	March 20, 1998	TX-4-613-695
Tomorrow's Promise Reading Level 6	March 20, 1998	TX-4-613-692
Tomorrow's Promise Reading Level 7	March 20, 1998	TX-4-613-698
Tomorrow's Promise Reading Level 8	March 20, 1998	TX-4-613-694
Tomorrow's Promise Spelling Level 1	March 23, 1998	TX-4-620-098
Tomorrow's Promise Spelling Level 2	March 20, 1998	TX-4-613-678
Action Math	March 27, 1998	TX-4-623-265
Community Exploration	April 7, 1998	TX-4-634-223
English Language Development – Primary	March 25, 1998	TX-4-623-213
Steps to English Language Development – Beginner Level	March 25, 1998	TX-4-623-215
Steps to English Language Development – Intermediate/Advanced	March 25, 1998	TX-4-623-214
Explorations in Science, Earth, Physical, Biology	March 27, 1998	TX-4-623-267
Friday Afternoon	April 7, 1998	TX-4-634-222
Learning With Literature	March 23, 1998	TX-4-620-101
Literature Based Mathematics	March 27, 1998	TX-4-623-257
Middle School Mathematics	March 23, 1998	TX-4-620-100
Reading Skills Collection Reading All Around You	April 7, 1998	TX-4-634-226
Reading Skills Collection Read to Imagine	April 7, 1998	TX-4-634-227
Reading Skills Collection Reading for Meaning	April 7, 1998	TX-4-634-228
Reading Skills Collection Read to Think	April 7, 1998	TX-4-634-229
Spanish Language Arts	March 27, 1998	TX-4-623-264
Stems	April 7, 1998	TX-4-634-225
Tapestry	March 27, 1998	TX-4-623-244
Writing Expedition 1.1 for Mac/Windows	March 20, 1998	TX-4-613-669
8th Grade Math Course Outline	March 27, 1998	TX-1-912-790
Grade 8 Math Support Materials	March 27, 1998	TX-1-920-115
8th Grade Math Teaching Aide	March 27, 1998	TX-1-920-450
Integrated Classroom Learning System		
Mathematics Documentation	March 27, 1998	TX-1-922-225
Spanish I Teachers' Guide	March 27, 1998	TX-2-680-774
Spanish I: Course Outline, Answer Keys, Worksheets, Tests	March 27, 1998	TX-2-686-570
ICLS: Spanish Courseware Sample	March 27, 1998	TX-2-723-547
Language Arts 3: Teachers' Guide	March 27, 1998	TX-2-671-312
Language Arts 3 Course Outline, Answer Keys, Worksheets, Tests	March 27, 1998	TX-2-671-313
Calculus: Teachers' Guide	March 27, 1998	TX-2-125-878
Calculus: Course Outline, Answers Keys, Worksheets, Tests	March 27, 1998	TX-2-125-879

Product Name	Date Filed/Issued	Copyright Number
Calculus: I C L S courseware sample	March 27, 1998	TX-2-172-445
Algebra I: Teachers' Guide	March 27, 1998	TX-2-178-697
Algebra I: Support materials sample	March 27, 1998	TX-2-178-698
Algebra I: Integrated classroom learning system: course outline, answer keys, worksheets, tests	March 27, 1998	TX-2-179-056
Integrated Classroom Learning System: Mathematics: Grade 7: Support materials sample	March 27, 1998	TX-2-289-047
Integrated Classroom Learning System: Trig/Analysis: Teachers' Guide	March 27, 1998	TX-2-289-047
Integrated Classroom Learning System: Trig/Analysis: Course outline, answer keys, worksheets, tests	March 27, 1998	TX-2-289-049
Integrated Classroom Learning System: Mathematics: Grade 7: course outline, answers keys, worksheets, tests	March 27, 1998	TX-2-289-050
Integrated Classroom Learning System: Mathematics: Grade 7: Teachers' Guide	March 27, 1998	TX-2-289-051
Geometry: course outline, answer keys worksheets, tests	March 27, 1998	TX-2-311-453
Geometry: Teachers' Guide	March 27, 1998	TX-2-311-454
Integrated Classroom Learning System: Algebra II, Teachers' Guide	March 27, 1998	TX-2-326-534
Trigonometry/math analysis: support material's sample	March 27, 1998	TX-2-326-535
Algebra II: support material sample	March 27, 1998	TX-2-345-457
Algebra II: course outline, answer keys, worksheets, tests	March 27, 1998	TX-2-351-931
Geometry: support material sample	March 27, 1998	TX-2-400-824
ICLS courseware sample: Language Arts 6	March 27, 1998	TX-2-582-332
Integrated Classroom Learning System, Language Arts 6: course outline, answer keys, worksheets, tests	March 27, 1998	TX-2-582-333
ICLS courseware sample: Language Arts	March 27, 1998	TX-2-582-334
Integrated Classroom Learning System Language Arts 5: course outline, answer keys, worksheets, test	March 27, 1998	TX-2-582-335
Integrated Classroom Learning System: Language Arts 5: Teachers' Guide	March 27, 1998	TX-2-582-336
Integrated Classroom Learning System: Language Arts 6: Teachers' Guide	March 27, 1998	TX-2-582-337
Language Arts 4: Teachers' Guide	March 27, 1998	TX-2-582-936
Language Arts 4: course outline, answer keys, worksheets tests	March 27, 1998	TX-2-582-937
ICLS courseware sample	March 27, 1998	TX-2-584-925
ICLS courseware sample	March 27, 1998	TX-2-584-928
Secondary Language Arts: course outline, answer keys, worksheets, tests	March 27, 1998	TX-2-593-770
Math - Level 5: Teachers' Guide	March 27, 1998	TX-2-671-309
German I: Teachers' Guide	March 27, 1998	TX-2-671-310
Physics: course outline, answer keys, worksheets, tests	March 27, 1998	TX-2-671-315
ICLS courseware sample: 6th Grade Math	March 27, 1998	TX-2-672-548
Physics: Teachers' Guide	March 27, 1998	TX-2-672-549
German	March 27, 1998	TX-2-672-555
Physics	March 27, 1998	TX-2-672-556
Math, Level 5	March 27, 1998	TX-2-672-557
ICLS courseware sample: 4 th Grade Math	March 27, 1998	TX-2-678-479
Math - Level 6: Teachers' Guide	March 27, 1998	TX-2-680-775
German I: course outline, answer keys, worksheets, tests	March 27, 1998	TX-2-686-566
ICLS courseware sample: 5 th Grade Math	March 27, 1998	TX-2-686-567
Math - Level 6: course outline, answer keys, worksheets, tests	March 27, 1998	TX-2-686-568
Math - Level 4: course outline, answer keys, worksheets, tests	March 27, 1998	TX-2-686-569

Product Name	Date Filed/Issued	Copyright Number
Mathematics: Grade 4: Teachers' Guide	March 27, 1998	TX-2-686-571
ICLS Spanish I: courseware sample	March 27, 1998	TX-2-723-547
ICLS courseware sample: Language Arts 3 Ideal Learning: a preschool curriculum for home use/created by Brett W. Rogers	March 27, 1998	TX-2-455-456

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Product Name	Date Filed/Issued	Copyright Number
Homonyms	September 14, 1998	TX-1-919-673
Antonyms/Synonyms	September 14, 1998	TX-1-923-273
Consonants	September 14, 1998	TX-1-923-274
Vowels Tutorial	September 14, 1998	TX-1-923-582
Number Words Level 2	September 14, 1998	TX-1-925-907
Create Your Own – Vocabulary French	September 14, 1998	TX-1-926-180
Adjectives	September 14, 1998	TX-1-926-189
Student Word Study	September 14, 1998	TX-1-926-372
Super Wordfind	September 14, 1998	TX-1-926-444
Create Intermediate	September 14, 1998	TX-1-926-933
Create Vocabulary	September 14, 1998	TX-1-926-934
Create Your Own – Vocabulary Spanish	September 14, 1998	TX-1-927-484
Print Your Own – Bingo	September 14, 1998	TX-1-928-566
Vocabulary Controlled	September 14, 1998	TX-1-928-661
Presidents Physical Fitness	September 14, 1998	TX-1-928-664
Letter Recognition	September 14, 1998	TX-1-928-811
Create Your Own – Elementary	September 14, 1998	TX-1-929-475
Parent Reporting	September 14, 1998	TX-1-929-605
Fact Sheets	September 14, 1998	TX-1-931-540
Word – a – Tech	September 14, 1998	TX-1-940-789
Create Your Own – CCD Lessons	September 14, 1998	TX-1-956-151
Metric Skills I & II	September 14, 1998	TX-1-951-715
Adverbs	September 14, 1998	TX-1-965-834
Wordsearch	September 14, 1998	TX-1-965-935
The Medalist Series: Continents	September 14, 1998	TX-2-012-225
Vowels	September 14, 1998	TX-2-013-525
Prescriptive Math Drill	September 14, 1998	TX-2-023-375
Analogies Tutorial I and II	September 14, 1998	TX-2-025-231
Chariots, Cougars, and Kings	September 14, 1998	TX-2-025-232
Kittens, Kids and a Frog	September 14, 1998	TX-2-025-233
Scuffy and Friends	September 14, 1998	TX-2-025-234
The Medalist Series: Presidents	September 14, 1998	TX-2-025-245
Analogies Advanced I and II	September 14, 1998	TX-2-026-237
The Medalist Series: Women in History	September 14, 1998	TX-2-026-763
Famous Scientists	September 14, 1998	TX-2-026-764
Number Words Level I	September 14, 1998	TX-2-026-823
Create Your Own – Spell It	September 14, 1998	TX-2-027-287
Perplexing Puzzles	September 14, 1998	TX-2-027-420
Temperature Experiments	September 14, 1998	TX-2-029-315
Create Your Own – Medalists	September 14, 1998	TX-2-029-641
Chemical Elements	September 14, 1998	TX-2-029-797
The Medalist Series: States	September 14, 1998	TX-2-029-798
Integers/Equations I & II	September 14, 1998	TX-2-030-245
Match Espanol	September 14, 1998	TX-2-030-375

<u>Product Name</u>	<u>Date Filed/Issued</u>	<u>Copyright Number</u>
Reading For Meaning Level 1 Fairy Tales and Rhymes	September 14, 1998	TX-2-030-397
Compound Words and Contractions	September 14, 1998	TX-2-030-398
Early Skills	September 14, 1998	TX-2-030-399
Expanded Notation	September 14, 1998	TX-2-031-150
Expanded Notation	September 14, 1998	TX-2-031-151
Fact or Opinion	September 14, 1998	TX-2-031-425
Cause and Effect	September 14, 1998	TX-2-031-444
Match Francais	September 14, 1998	TX-2-031-613
Figurative Language I and II	September 14, 1998	TX-2-031-654
The Medalist Series: Black Americans	September 14, 1998	TX-2-033-164
Binary Math	September 14, 1998	TX-2-038-700
Create Your Own - Lessons	September 14, 1998	TX-2-038-794
What's First? What's Next?	September 14, 1998	TX-2-057-107
Sense or Nonsense	September 14, 1998	TX-2-057-108
Little Riddles	September 14, 1998	TX-2-057-109
Word Families II	September 14, 1998	TX-2-057-110
U.S. History	September 14, 1998	TX-2-057-111
Harper and Sellers - A Guide to the Classics: Macbeth	September 14, 1998	TX-2-080-883
Harper and Sellers - A Guide to the Classics: The Adventures of Huckleberry Finn	September 14, 1998	TX-2-081-007
Reading For Meaning Level 2: Fairy Tales and Rhymes	September 14, 1998	TX-2-159-771
Double 'N' Trouble	September 14, 1998	TX-2-180-698
Word Ladders	September 14, 1998	TX-2-212-911
Capitalization Practice and Test	September 14, 1998	TX-2-219-871
Print Your Own Bingo Plus	September 14, 1998	TX-2-240-339
Create Your Own Lessons Advanced	September 14, 1998	TX-2-242-832
Shakespeare	September 14, 1998	TX-2-243-374
Opposites	September 14, 1998	TX-2-247-992
Milt's Math Drills	September 14, 1998	TX-2-249-310
Drawing Conclusions and Problem Solving	September 14, 1998	TX-2-258-394
Verb Usage III	September 14, 1998	TX-2-279-559
Verb Usage I	September 14, 1998	TX-2-315-676
Brick by Brick Level 1 Building Usage Skills	September 14, 1998	TX-2-369-842
Brick by Brick Level 2 Building Usage Skills	September 14, 1998	TX-2-370-451
Brick by Brick Level 1 Building Comprehension	September 14, 1998	TX-2-373-860
Brick by Brick Level 4 Building Usage Skills	September 14, 1998	TX-2-375-505
Brick by Brick Level 2 Building Vocabulary	September 14, 1998	TX-2-378-720
Brick by Brick Level 4 Building Comprehension	September 14, 1998	TX-2-384-016
Vocabulary Dolch	September 14, 1998	TX-2-398-411
Brick by Brick Level 5 Building Comprehension	September 14, 1998	TX-2-400-368

Copyrights being transferred from Ideal

<u>Product Name</u>	<u>Date Filed/Issued</u>	<u>Copyright Number</u>
Calculus: Teacher's Guide	Transfer Application Pending as of June 18, 1998	TX-2-125-878
Calculus: Outline, Answer Keys, Worksheets, Tests	Transfer Application Pending as of June 18, 1998	TX-2-125-879
Calculus: Support Materials Sample	Transfer Application Pending as of June 18, 1998	TX-2-172-445
Algebra I: Teacher's Guide	Transfer Application Pending as of June 18, 1998	TX-2-178-697

Product Name	Date Filed/Issued	Copyright Number
Algebra I: Support Materials Sample	Transfer Application Pending as of June 18, 1998	TX-2-178-698
Algebra I: Outline, Answer Keys, Worksheets, Tests	Transfer Application Pending as of June 18, 1998	TX-2-179-056
Mathematics Grade 7: Support Materials Sample	Transfer Application Pending as of June 18, 1998	TX-2-289-047
Trigonometry/Math Analysis: Teacher's Guide	Transfer Application Pending as of June 18, 1998	TX-2-289-048
Trigonometry/Math Analysis: Outline, Answer Keys, Worksheets, Tests	Transfer Application Pending as of June 18, 1998	TX-2-289-049
Mathematics Grade 7: Outline, Answer Keys, Worksheets, Tests	Transfer Application Pending as of June 18, 1998	TX-2-289-050
Mathematics Grade 7: Teacher's Guide	Transfer Application Pending as of June 18, 1998	TX-2-289-051
Geometry: Course Outline, Answer Keys,, Worksheets, Tests	Transfer Application Pending as of June 18, 1998	TX-2-311-453
Geometry: Teacher's Guide	Transfer Application Pending as of June 18, 1998	TX-2-311-454
Algebra II: Teacher's Guide	Transfer Application Pending as of June 18, 1998	TX-2-326-534
Trigonometry/Math Analysis: Support Materials Sample	Transfer Application Pending as of June 18, 1998	TX-2-326-535
Algebra II: Support Materials Sample	Transfer Application Pending as of June 18, 1998	TX-2-345-457
Algebra II: Outline, Answer Keys, Worksheets, Tests	Transfer Application Pending as of June 18, 1998	TX-2-351-931
Geometry: Support Materials Sample	Transfer Application Pending as of June 18, 1998	TX-2-400-824
ICLS Courseware Sample Language Arts 6	Transfer Application Pending as of June 18, 1998	TX-2-582-332
Language Arts 6 Course Outline, Answer Keys, Worksheets, Tests	Transfer Application Pending as of June 18, 1998	TX-2-582-333
ICLS Courseware Sample: Language Arts 5	Transfer Application Pending as of June 18, 1998	TX-2-582-334
ICLS Courseware Sample: Language Arts 5	Transfer Application Pending as of June 18, 1998	TX-2-582-334
Language Arts 5: Course Outline, Answer Keys, Worksheets, Tests	Transfer Application Pending as of June 18, 1998	TX-2-582-335
Language Arts 5: Teacher's Guide	Transfer Application Pending as of June 18, 1998	TX-2-582-336
Language Arts 6: Teacher's Guide	Transfer Application Pending as of June 18, 1998	TX-2-582-337
Language Arts 4: Teacher's Guide	Transfer Application Pending as of June 18, 1998	TX-2-582-936
Language Arts 4: Course Outline, Answer Keys, Worksheets, Tests	Transfer Application Pending as of June 18, 1998	TX-2-582-937
ICLS Courseware Sample: Secondary Language Arts	Transfer Application Pending as of June 18, 1998	TX-2-584-925
ICLS Courseware Sample: Language Arts 4	Transfer Application Pending as of June 18, 1998	TX-2-593-770
Secondary Language Arts: Course Outline, Answer Keys, Worksheets, Tests	Transfer Application Pending as of June 18, 1998	TX-2-686-566

<u>Product Name</u>	<u>Date Filed/Issued</u>	<u>Copyright Number</u>
Math – Level 5: Teacher's Guide	Transfer Application Pending as of June 18, 1998	TX-2-671-309
German I: Teacher's Guide	Transfer Application Pending as of June 18, 1998	TX-2-671-310
Physics: Course Outlines, Answer Keys, Worksheets, Tests	Transfer Application Pending as of June 18, 1998	TX-2-671-315
ICLS Courseware Sample: 6th Grade Math	Transfer Application Pending as of June 18, 1998	TX-2-672-548
Physics: Teacher's Guide	Transfer Application Pending as of June 18, 1998	TX-2-672-549
ICLS Courseware Sample: German	Transfer Application Pending as of June 18, 1998	TX-2-672-555
ICLS Courseware Sample: Physics	Transfer Application Pending as of June 18, 1998	TX-2-672-556
Math – Level 5: Course Outline, Answer Keys, Worksheets, Tests	Transfer Application Pending as of June 18, 1998	TX-2-672-557
ICLS Courseware Sample: 4th Grade Math	Transfer Application Pending as of June 18, 1998	TX-2-678-479
Math – Level 6: Teacher's Guide	Transfer Application Pending as of June 18, 1998	TX-2-680-775
German I: Course Outline, Answer Keys, Worksheets, Tests	Transfer Application Pending as of June 18, 1998	TX-2-686-566
ICLS Courseware Sample: 5th Grade Math	Transfer Application Pending as of June 18, 1998	TX-2-686-567
Math – Level 6: Course Outline, Answer Keys, Worksheets, Tests	Transfer Application Pending as of June 18, 1998	TX-2-686-568
Math – Level 4: Course Outline, Answer Keys, Worksheets, Tests	Transfer Application Pending as of June 18, 1998	TX-2-686-569
Mathematics Grade 4: Teacher's Guide	Transfer Application Pending as of June 18, 1998	TX-2-686-571
ICLS Courseware Sample: Language Arts 3	Transfer Application Pending as of June 18, 1998	TX-2-739-191

Infringement Claims

1. American Education Corporation v. JLC Learning Corporation, Case No. CIV 97-1127R USDC (Western District of Oklahoma). Settled.
2. Golden Books Publishing Co., Inc. v. Jostens Learning Corp., et al., USDC Case No. 96-C-0491 (Eastern District of Wisconsin). Settled.

Schedule IV
License Agreements

Company	Contract Type	Product Licensed	JLC Product	IP owned by Company	Royalty
Academic Systems	Distribution	Algebra - intro, intermed, coll Interactive Math	Interactive Mathematics PreAlgebra 1&2 Algebra 1&2	Yes	40% of gross sales
Academic Systems	Distribution	RIMS, JLC notebook in ASC Mediated Learning System	Notebook	Yes	N/A
Bank Street College of Ed.	License	Wordbench	Wordbench Secondary Learner	Yes	.05% per product
BBN	Development	Algebra product	Algebra Wordbench	JLC	15% of net
CA DOE	License	Phys.Sci	Mid Sci Sci	JLC	10% per product
Comptons	Development	Multi-media encyclopedia	Tom.'s Promise Elementary Learner	Yes	Version 1-3 20% Version 4.25%
Dade County	Development		ELD	JLC	8% to state of FL 2% to Dade
Edunetics	License	Rediscover Science	Mid Sch Sci	Yes	40% of gross
First Byte	License	Voice or speech property	Assorted Project	Yes	\$60/network \$25/lad
FL DOE		ESOL curriculum for teacher training	T.E.A.C.H.	Yes	15% of net
Learning Company	License	CWP Center, Writing Center, Student Writing Center	Tomorrow's Promise	Yes	Standalone \$45/copy networked \$899/copy
Lernout & Haupsie	License	Spell checker grammar Checker Thesaurus Grammar checker thesaurus	Writing Expedition Steps to ELD Elem/Mid Learner Elem/Mid Learner	Yes	Writing Exped. 3.5%/ copy (\$3.35/copy min.) 2.5%/copy (\$10/copy min.)
Proximity	Tool license	Linguistic technology	Elem Lrn Steps	Yes	Qty/Spell/Dictionary 1-8: \$25/\$30.00 9-12: \$33/\$39.60 13-16: \$41/\$49.20 17-20: \$49/\$58.80 21-24: \$57/\$68.40 25-32: \$73/\$87.60 33-40: \$81/\$97.00 41+: \$89/106.80
Sensei Software	License	Algebra, intro to Algebra	Secondary Learner	Yes	15% of sales receipts

Company	Contract Type	Product Licensed	JLC Product	IP owned by Company	Royalty
Sensei Software	License	Geometry, intro to Geometry	Secondary Learner	Yes	15% of sales receipts
Western/GBFE	License	GBE, stories, dictionary	GBE, ILA Story Books, Story Book Maker, Story Book Maker Deluxe-(SBD)	Yes	greater of 12.25% of net billings of 70% of JLC price for GBE 4% of net for SBD

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